

BARSHAY SANDERS, PLLC

100 Garden City Plaza, Suite 500

Garden City, New York 11530

Tel: (516) 203-7600

Fax: (516) 706-5055

Email: *ConsumerRights@BarshaySanders.com*

Attorneys for Plaintiff

Our File No.: 116040

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Victor Adams,

Plaintiff,

vs.

Everest Receivable Services, Inc.,

Defendant.

Docket No:

COMPLAINT

JURY TRIAL DEMANDED

Victor Adams (hereinafter referred to as “*Plaintiff*”), by and through the undersigned counsel, complains, states and alleges against Everest Receivable Services, Inc. (hereinafter referred to as “*Defendant*”), as follows:

INTRODUCTION

1. This action seeks to recover for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (“FDCPA”).

JURISDICTION AND VENUE

2. This Court has federal subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1692k(d).

3. Venue is proper under 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claim occurred in this Judicial District.

4. At all relevant times, Defendant conducted business within the State of New York.



PARTIES

5. Plaintiff Victor Adams is an individual who is a citizen of the State of New York residing in New York County, New York.

6. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

7. On information and belief, Defendant Everest Receivable Services, Inc., is a New York Corporation with a principal place of business in Erie County, New York.

8. Defendant is regularly engaged, for profit, in the collection of debts allegedly owed by consumers.

9. Defendant is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

ALLEGATIONS

10. Defendant alleges Plaintiff owes a debt (“the Debt”).

11. In its efforts to collect the debt, Defendant contacted Plaintiff by letter (“the Letter”) dated January 5, 2018. (“**Exhibit 1.**”)

12. The Letter was the initial communication Plaintiff received from Defendant.

13. The Letter is a “communication” as defined by 15 U.S.C. § 1692a(2).

14. The Letter states that Plaintiff owed a debt to “DNF Associates LLC.”

15. The Letter states that Plaintiff owed \$1,120.77 to DNF Associates LLC.

16. Plaintiff did not owe \$1,120.77 to DNF Associates LLC.

17. Plaintiff did not owe any money to DNF Associates LLC.

18. 15 U.S.C. § 1692e(2)(A) prohibits a debt collector from making a false representation of the character, amount, or legal status of any debt.

19. 15 U.S.C. § 1692e(10) prohibits a debt collector’s use of any false representation or deceptive means to collect or attempt to collect any debt.

20. Defendant’s allegation that Plaintiff owed \$1,120.77 to DNF Associates LLC is a false representation of the character, amount, or legal status of any debt.

21. Defendant’s allegation that Plaintiff owed any money to DNF Associates LLC is a false representation of the character, amount, or legal status of any debt.

22. Defendant’s request that Plaintiff make payment for a debt that he does not owe is a false representation or deceptive means to collect or attempt to collect any debt.

23. For these reasons, Defendants violated 15 U.S.C. § 1692e.

JURY DEMAND

24. Plaintiff hereby demands a trial of this action by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests judgment as follows:

- a. Damages against Defendant pursuant to 15 U.S.C. § 1692k; and
- b. Plaintiff's attorneys' fees pursuant to 15 U.S.C. § 1692k; and
- c. Plaintiff's costs; all together with
- d. Such other relief that the Court determines is just and proper.

DATED: January 8, 2019

BARSHAY SANDERS, PLLC

By: /s/ Craig B. Sanders
Craig B. Sanders, Esq.
100 Garden City Plaza, Suite 500
Garden City, New York 11530
Tel: (516) 203-7600
Fax: (516) 706-5055
csanders@barshaysanders.com
Attorneys for Plaintiff
Our File No.: 116040

